

**Exhibit A: UAW Complaint**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

**INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE, AND  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA,**

Plaintiff,

v.

**GENERAL MOTORS LLC,**

Defendant.

Case No: \_\_\_\_\_

**COMPLAINT**

**NATURE OF CASE**

1. This is an action brought under § 301 of the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 185, for breach of a labor contract to which the plaintiff International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (“the UAW”) and the defendant General Motors LLC (“the Company”) are parties. The UAW brings this § 301 action to remedy the Company’s failure to honor its obligation under that labor contract to make a specified payment into a Voluntary Employees’ Beneficiary Association (“VEBA”).

**JURISDICTION AND VENUE**

2. This Court has jurisdiction over this lawsuit pursuant to 29 U.S.C. § 185 and 28 U.S.C. § 1331.

3. Venue lies in this District pursuant to 29 U.S.C. § 185 and 28 U.S.C. § 1391(b).

### PARTIES

4. The plaintiff UAW is a labor organization that represents the Company's employees and the employees of various other companies in collective bargaining. As such, the UAW is "a labor organization representing employees in an industry affecting commerce" within the meaning of the statutory provision, LMRA § 301, 29 U.S.C. § 185, authorizing "[s]uits for violation of contracts" between such a labor organization and "an employer." The UAW's principal offices are located at 8000 East Jefferson Avenue, Detroit, Michigan 48214.

5. The defendant Company is a Delaware Corporation that employs various individuals represented by the UAW. As such, the Company is "an employer" within the meaning of the statutory provision, LMRA § 301, 29 U.S.C. § 185, authorizing "[s]uits for violation of contracts" between such an employer and "a labor organization representing employees in an industry affecting commerce." The Company's principal offices are located at 300 Renaissance Center, Detroit, Michigan, 48265, and the Company also has extensive operations within this District.

### FACTS

6. On June 22, 2007—during the course of bankruptcy proceedings involving Delphi Corporation ("Delphi")—the UAW, the Company's predecessor corporation (General Motors Corporation or "GM") and Delphi entered into a tripartite Memorandum of Understanding ("MOU"). By Order dated July 19, 2007, the MOU was approved by the Bankruptcy Court presiding over the Delphi bankruptcy proceedings.

7. GM itself went through bankruptcy proceedings in 2009 from which there emerged a new operating company—the defendant herein—called "General Motors LLC" ("the Company"). The Company has assumed all of GM's labor contracts with the UAW, including,

without limitation, the MOU; on information and belief, the Company has done so pursuant to a sales agreement approved by the Bankruptcy Court in the GM bankruptcy proceedings.

Accordingly, the Company is contractually required to honor all of GM's contractual obligations under those GM-UAW labor contracts, including, without limitation, GM's contractual obligations under the MOU.

8. Section J.2 of the MOU provides as follows:

The UAW has asserted a claim against Delphi in the amount of \$450 million as a result of the modifications encompassed by this Agreement and various other UAW agreements during the course of Delphi's bankruptcy. Although Delphi has not acknowledged this claim, GM has agreed to settle this claim by making a payment in the amount of \$450 million, which the UAW has directed to be paid directly to the DC VEBA established pursuant to the settlement agreement approved by the court in the case of Int'l. Union, UAW et al v. General Motors Corp., Civil Action No. 05-73991.

9. Section K.2 of the MOU, in turn, provides an "effective date" provision for certain terms of the MOU, including Section J.2. Section K.2 provides as follows:

The parties acknowledge that the following provisions of this Agreement will not become effective until all of the following events have occurred and as of the date when the last of such events shall have occurred: (a) execution by Delphi and GM of a comprehensive settlement agreement resolving the financial, commercial, and other matters between them and (b) the substantial consummation of a plan of reorganization proposed by Delphi in its Chapter 11 cases and confirmed by the Bankruptcy Court which incorporates, approves and is consistent with all of the terms of this Agreement and the comprehensive settlement agreement between Delphi and GM.

10. On July 30, 2009, the Bankruptcy Court presiding over the Delphi bankruptcy proceedings entered an Order confirming a plan of reorganization for Delphi, and on October 6, 2009, the Court entered a further Order explicitly stating that this plan of reorganization "was substantially consummated" on that October 6, 2009 date. This judicially-confirmed and

substantially-consummated plan of reorganization incorporated, approved and was consistent with: (i) all of the terms of the MOU; and (ii) a comprehensive settlement agreement previously executed by Delphi and GM resolving the financial, commercial, and other matters between them. Accordingly, pursuant to Section K.2 of the MOU, the Company's contractual obligation to make the payment to the DC VEBA specified in Section J.2 of the MOU became "effective" *on October 6, 2009*.

11. By letter dated October 29, 2009, the UAW made a written demand that the Company honor its contractual obligation to make the foregoing payment to the DC VEBA as required by the terms of the MOU. By letter dated November 11, 2009, that UAW demand was rejected, and since that time the Company has failed and refused to make the contractually-required payment. The Company thus stands in breach of its contractual obligation under the MOU to make that payment.

CLAIM FOR RELIEF  
(Breach of Contract, Under 29 U.S.C. § 185)

12. The allegations in Paragraphs 1 through 11 above are re-alleged and incorporated herein by reference.

13. The MOU is a "contract[ ] between an employer and a labor organization representing employees in an industry affecting commerce" within the meaning of LMRA § 301, 29 U.S.C. § 185.

14. The Company's failure and refusal to make the payment to the DC VEBA specified in Section J.2 of the MOU—as demanded by the UAW in its October 29, 2009 letter—constitutes a breach of the MOU that is remediable in this action brought under LMRA § 301, 29 U.S.C. § 185.

PRAYER FOR RELIEF

WHEREFORE, the UAW respectfully requests that this Court:

- (1) Find and declare that the Company is in breach of its contractual obligation under the MOU to make the payment to the DC VEBA specified in Section J.2 of the MOU;
- (2) Order the Company to make that contractually-required payment forthwith; and
- (3) Order such other and further relief as this Court may deem appropriate.

Respectfully submitted,

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Counsel for Plaintiff UAW

DATED: April 6, 2010.

JS 44 (Rev. 12/07)

**CIVIL COVER SHEET** County in which action arose Wayne

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America

(b) County of Residence of First Listed Plaintiff Wayne  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Julia Penny Clark, Bredhoff &amp; Kaiser, PLLC, 805 Fifteenth Street, NW, Suite 1000, Washington, DC 20005 (202) 842-2600 (see attachment)

**DEFENDANTS**

General Motors LLC

County of Residence of First Listed Defendant Wayne  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant
- ☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input checked="" type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN**

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
29 U.S.C. § 185Brief description of cause:  
Breach of labor contract**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
DEMAND \$ Specific Performance CHECK YES only if demanded in complaint:  
of contract **JURY DEMAND:** ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

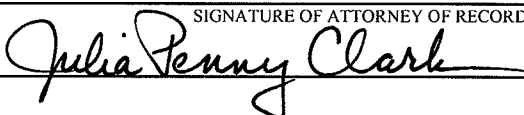
JUDGE

DOCKET NUMBER

DATE

April 6, 2010

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

1. Is this a case that has been previously dismissed?

☐ Yes  
☒ No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes  
☒ No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Notes :

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**ATTACHMENT**

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